

**STATE OF LOUISIANA  
SOWELA TECHNICAL COMMUNITY COLLEGE  
AGENCY INVITATION TO BID**

**PURCHASING AGENT:** Susan Tucek  
**TELEPHONE NUMBER:** 337-421-6919  
**EMAIL:** susan.tucek@sowela.edu

**BID NUMBER**

**57002**

<b>BID OPENING DATE/TIME:</b> 05/15/14 1:00 PM		<b>MANDATORY PRE-BID CONFERENCE</b> 05/05/14 1:00 PM			
<b>VENDOR NAME</b>		<b>DELIVER BID BEFORE OPENING DATE/TIME TO:</b> SOWELA TECHNICAL COMMUNITY COLLEGE SUSAN TUCEK 3820 SEN J B JOHNSTON AVENUE LAKE CHARLES, LA 70615			
<b>SIGNATURE:</b>		<b>INVOICE TO:</b> ACCOUNTS PAYABLE SOWELA TECHNICAL COMMUNITY COLLEGE PO BOX 16950 LAKE CHARLES, LA 70616-6950			
<b>DATE:</b>		LAKE CHARLES, LA 70616-6950			
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY ORDERED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMPUTER BLDG AND GRAPHIC ARTS RENOVATION SEE ATTACHMENT FOR SPECIFICATIONS  DRAWINGS WILL BE PROVIDED BY SOWELA TECHNICAL COMMUNITY COLLEGE	1	JOB		
<b>TO THE VENDOR:</b> BID BOND OF 5% REQUIRED FOR THIS BID  _____ BID BOND ATTACHED \$ _____ CERTIFIED CHECK ATTACHED \$ <b>PERFORMANCE BOND WILL BE REQUIRED</b> _____ LOUISIANA CONTRACTORS LICENSE # _____					
<b>TOTAL BID</b>					

### INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES, OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. AMOUNT OF BID SECURITY REQUIRED: 5% OF TOTAL BID (SEE NO. 34)
5. AMOUNT OF PERFORMANCE AND PAYMENT BOX, IF REQUIRED: 100% OF TOTAL BID (SEE NO. 42)
6. DESIRED DELIVERY DATE: 120 DAYS ARO
7. TO ASSURE CONSIDERATION OF YOUR BID, **ALL BIDS AND ADDENDA SHOULD BE RETURNED IN A SEALED ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE, THE BID NUMBER AND THE CONTRACTOR'S LICENSE NUMBER TO: SUSAN TUCEK, 3820 SEN J BENNETT JOHNSTON AVE, LAKE CHARLES, LA 70615 .**
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. (SEE NO. 25) ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.
10. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE PURCHASING AGENT AT THE PHONE AND ADDRESS SHOWN ON THE INVITATION TO BID.
11. BID FORMS.  
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
  - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
  - B. BID FILLED OUT IN PENCIL
  - C. BID NOT SUBMITTED ON SOWELA TECHNICAL COMMUNITY COLLEGE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. EMAIL ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.



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#### MAIN CAMPUS

*Office:* 337.491.2698

*Fax:* 337.491.2135

*Toll Free:* 800.256.0483

P.O. Box 16950

3820 Sen. J. Bennett Johnston Ave.

Lake Charles, LA 70616

#### MORGAN SMITH

*Office:* 337.824.4811

*Fax:* 337.824.5653

P.O. Box 1327

1230 N. Main St.

Jennings, LA 70546





**12. STANDARDS OF QUALITY**

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

**13. DESCRIPTIVE INFORMATION**

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR SOWELA TECHNICAL COMMUNITY COLLEGE TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DOES NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

**14. BID OPENING**

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING SOWELA TECHNICAL COMMUNITY COLLEGE DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

**15. PRICES**

UNLESS OTHERWISE SPECIFIED BY SOWELA TECHNICAL COMMUNITY COLLEGE IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED.

**16. DELIVERIES**

THE SUCCESSFUL BIDDER WILL PROVIDE A DELIVERY CONSTRUCTION SCHEDULE. SUBMIT WITHIN FIFTEEN (15) DAYS AFTER THE DATE ESTABLISHED "COMMENCEMENT OF THE WORK".

**17. COMPLETION TIME AND NOTICE TO PROCEED**

THE BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON A DATE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" BY THE COLLEGE AND TO FULLY COMPLETE THE PROJECT WITHIN **(120) ONE HUNDRED TWENTY DAYS** (CONSECUTIVE CALENDAR DAYS) THEREAFTER, OR WITHIN THE TIME AS MAY BE EXTENDED AS STIPULATED IN THE CONTRACT DOCUMENTS.

**18. TAXES**

IN ACCORDANCE WITH APPLICABLE RULES ADOPTED AND PROMULGATED BY THE LOUISIANA DEPARTMENT OF REVENUE, THE OWNER SHALL DESIGNATE THE CONTRACTORS AND ALL SUBCONTRACTORS AS ITS AGENTS FOR THE PURCHASE AND LEASE FOR MATERIALS, SUPPLIES OR AGENCY DESIGNATION. THE DESIGNATION AND ACCEPTANCE THEREOF SHALL BE MADE ON THE FORM PRESCRIBED BY THE LOUISIANA DEPARTMENT OF REVENUE WHICH FORM SHALL BE PART OF THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. THE AGENCY RELATIONSHIP BETWEEN THE OWNERS AND THE CONTRACTORS AND SUBCONTRACTORS SHALL RELIEVE THE CONTRACTORS AND SUBCONTRACTORS (1) FROM PAYING STATE AND/OR LOCAL SALES OR STATE OR LOCAL USE TAXES ON MATERIALS, SUPPLIES, OR EQUIPMENT WHICH IS AFFIXED TO AND/OR MADE A PART OF THE REAL ESTATE OF THE PROJECT OR WORK WHICH IS PERMANENTLY INCORPORATED INTO THE PROJECT OR WORK AND (2) FROM PAYING ANY STATE OR LOCAL USE TAXES ON ANY MATERIALS, SUPPLIES, OR EQUIPMENT WHICH IS LEASED AND USED EXCLUSIVELY FOR THE PROJECT OR WORK. ACCORDINGLY, IN PREPARING THEIR BIDS AND COMPUTING COSTS THE CONTRACTOR AND SUBCONTRACTOR SHALL NOT CONSIDER SALES AND/OR USE TAXES WHICH WOULD OTHERWISE BE DUE. THE OWNER SHALL FURNISH TO THE CONTRACTOR AND SUBCONTRACTORS ITS CERTIFICATE OF SALES/USE TAX EXEMPTIONS/EXCLUSION ON THE FORM



PRESCRIBED BY THE LOUISIANA DEPARTMENT OF REVENUE. CONTRACTOR AND SUBCONTRACTORS SHALL FURNISH A COPY OF SUCH CERTIFICATE TO ALL VENDORS OR SUPPLIERS OF ANY OF THE MATERIALS, SUPPLIES, OR EQUIPMENT DESCRIBED ABOVE.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL OTHER APPLICABLE TAXES IN THE BID PRICES

**19. NEW PRODUCTS**

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

**20. CONTRACT CANCELLATION**

SOWELA TECHNICAL COMMUNITY COLLEGE HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

**21. DEFAULT OF CONTRACTOR**

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATIONS OF THE CONTRACT. WHERE SOWELA TECHNICAL COMMUNITY COLLEGE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

**22. APPLICABLE LAW**

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

**23. COMPLIANCE WITH CIVIL RIGHTS LAWS**

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

**24. SPECIAL ACCOMMODATION.**

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NO LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THE NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

**25. SIGNATURE AUTHORITY**

L.R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. **BIDDER IS TO DETERMINE WHICH OF THE FOLLOWING APPLIES AND MUST SUBMIT A COPY OF THE APPLICABLE SIGNATURE AUTHORITY DOCUMENT WITH BID.**

(a) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAMS LISTED IN THE MOST CURRENT



PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. IF THIS APPLIES, A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD SHOULD BE SUBMITTED WITH BID.

(b) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AS EVIDENCED BY A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE SUBMITTED WITH BID.

(c) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. IF THIS APPLIES, A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED WITH BID.

**26. CERTIFICATION OF NO SUSPENSION OR DEBARMENT**

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133. A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.SAM.GOV](http://www.sam.gov).

**27. R.S. 39:2192 PROVISIONS**

IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

**28. NO THIRD PARTY FINANCING**

NO PUBLIC ENTITY SHALL ENTER INTO A PUBLIC WORKS CONTRACT WITH A CONTRACTOR WHO FINANCES THE PROJECT.

**29. PUBLICIZING AWARDS**

IN ACCORDANCE WITH L. A. C. 34:1.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**30. BIDDER INQUIRIES**

SOWELA TECHNICAL COMMUNITY COLLEGE SHALL NOT AND CANNOT PERMIT AN OPEN-ENDED INQUIRY PERIOD, AS THIS CREATES AN UNWARRANTED DELAY IN THE PROCUREMENT CYCLE AND OPERATIONS OF THE COLLEGE. SOWELA REASONABLY EXPECTS AND REQUIRES RESPONSIBLE AND INTERESTED BIDDERS TO CONDUCT THEIR IN-DEPTH BID REVIEW AND SUBMIT INQUIRIES IN A TIMELY MANNER.

AN INQUIRY PERIOD IS HEREBY FIRMLY SET FOR ALL INTERESTED BIDDERS TO PERFORM A DETAILED REVIEW OF THE BID DOCUMENTS AND TO SUBMIT ANY WRITTEN INQUIRIES RELATIVE THERETO. WITHOUT EXCEPTION, ALL INQUIRIES MUST BE SUBMITTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, CLEARLY CROSS REFERENCED TO THE RELEVANT BID SECTION. ALL INQUIRIES MUST BE RECEIVED BY THE CLOSE OF BUSINESS TEN DAYS PRIOR TO THE BID OPENING DATE. ONLY THOSE INQUIRIES RECEIVED BY THE ESTABLISHED DEADLINE SHALL BE CONSIDERED BY THE COLLEGE. INQUIRIES RECEIVED AFTER THE ESTABLISHED DEADLINE SHALL NOT BE ENTERTAINED.

INQUIRIES CONCERNING THIS BID MAY BE DELIVERED BY MAIL, COURIER, E-MAIL, HAND, OR FAX TO:

SOWELA TECHNICAL COMMUNITY COLLEGE  
ATTENTION; SUSAN TUCEK  
3820 SEN J BENNETT JOHNSTON AVENUE  
ADMIN BUILDING /BUSINESS OFFICE  
LAKE CHARLES, LA 70615

PHONE: (337) 421-6919  
FAX: (337) 421-2017  
EMAIL: [susan.tucek@sowela.edu](mailto:susan.tucek@sowela.edu)  
cc to [francis.porche@sowela.edu](mailto:francis.porche@sowela.edu)

AN ADDENDUM WILL BE ISSUED AND POSTED AT THE OFFICE OF STATE PURCHASING LAPAC\* WEBSITE TO ADDRESS ALL INQUIRIES RECEIVED AND ANY OTHER CHANGES OR CLARIFICATIONS TO THE BID. THEREAFTER, ALL BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE SPECIFICATIONS, TERMS, CONDITIONS, PLANS, ETC., WILL STAND AS WRITTEN AND/OR AMENDED BY ANY ADDENDUM. **NO NEGOTIATIONS, DECISIONS, OR ACTIONS SHALL BE EXECUTED BY ANY BIDDER AS A RESULT OF ANY ORAL DISCUSSIONS WITH ANY SOWELA TECHNICAL COMMUNITY COLLEGE EMPLOYEE OR CONSULTANT.** IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THE LAPAC WEBSITE FREQUENTLY FOR ANY POSSIBLE ADDENDA THAT MAY BE ISSUED. THE COLLEGE IS NOT RESPONSIBLE FOR A BIDDER'S FAILURE TO DOWNLOAD ANY ADDENDA DOCUMENTS REQUIRED TO COMPLETE THE BID.

\*NOTE: LAPAC IS THE STATE'S ONLINE ELECTRONIC BID POSTING AND NOTIFICATION SYSTEM RESIDENT ON STATE PURCHASING'S WEBSITE ([WWW.DOA.LOUISIANA.GOV/OSP](http://WWW.DOA.LOUISIANA.GOV/OSP)) AND IS AVAILABLE FOR VENDOR SELF-ENROLLMENT. IN THAT LAPAC PROVIDES AN IMMEDIATE E-MAIL NOTIFICATION TO SUBSCRIBING BIDDERS THAT A SOLICITATION AND ANY SUBSEQUENT ADDENDA HAVE BEEN LET AND POSTED, NOTICE AND RECEIPT THEREOF IS CONSIDERED FORMALLY GIVEN AS OF THEIR RESPECTIVE DATES OF POSTING.

31. **ONE-TIME, MANDATORY PRE-BID MEETING**

THERE WILL BE A ONE-TIME, MANDATORY PRE-BID MEETING. CONTRACTOR MUST ATTEND AND INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO PROPOSING. IF CONTRACTOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE SOLICITATION, OR THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE PURCHASING DEPARTMENT OF SOWELA TECHNICAL COMMUNITY COLLEGE IMMEDIATELY AND NO LATER THAN 7 DAYS PRIOR TO BID OPENING.

TO GET DIRECTIONS OR ADDITIONAL INFORMATION, PLEASE CONTACT SUSAN TUCEK (337) 421-6919

\*\*\* ONE-TIME PRE-BID MEETING IS MANDATORY \*\*\*  
FAILURE TO ATTEND WILL ELIMINATE YOUR BID FROM CONSIDERATION FOR AWARD

WHERE: ADMINISTRATION BUILDING

DATE: MAY 05, 2014

TIME: 1:00 PM

32. **BIDS**

UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

33. **CONTRACTOR'S LICENSE**

IN ACCORDANCE WITH R.S. 37:2163A, ON ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED FOR THE CLASSIFICATION OF BUILDING CONSTRUCTION AND MUST SHOW THE CONTRACTOR LICENSE NUMBER AND THE BID NUMBER ON THE FRONT PORTION OF THE BID ENVELOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL SUB-CONTRACTORS OR PROSPECTIVE SUBCONTRACTORS ARE DULY LICENSED IN ACCORDANCE WITH THE STATUTE ABOVE.

34. **BID SECURITY**

EACH BIDDER MUST ACCOMPANY HIS/HER BID WITH A BID SECURITY OF FIVE PERCENT (5%) OF THE TOTAL MAXIMUM AMOUNT OF HIS/HER BID. THE BID SECURITY SHALL BE DRAWN IN FAVOR OF SOWELA TECHNICAL COMMUNITY COLLEGE AND SHALL BE IN THE FORM OF A BID BOND (INSURANCE COMPANY), BANK MONEY ORDER, CERTIFIED CHECK OR CASHIER'S CHECK. IT SHALL BECOME THE PROPERTY OF THE OWNER IN THE EVENT THE CONTRACT AND ANY PERFORMANCE BOND ARE NOT EXECUTED WITHIN THE TIME SET FORTH. BID BOND SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE US DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES WHICH IS PUBLISHED ANNUALLY IN THE FEDERAL REGISTER, OR BY A LOUISIANA DOMICILED INSURANCE COMPANY



WITH AT LEAST AN "A-" RATING IN THE LATEST PRINTING OF THE AM BEST'S KEY RATING GUIDE TO WRITE INDIVIDUAL BONDS UP TO TEN PERCENT (10%) OF POLICY HOLDERS' SURPLUS AS SHOWN IN THE AM BEST'S KEY RATING GUIDE.

**35. BIDDER'S REPRESENTATION**

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HERewith; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED; AND HIS BID IS BASED UPON THE SPECIFICATIONS DESCRIBED IN THE BID DOCUMENTS WITHOUT EXCEPTION.

**36. BID WITHDRAWAL**

THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF R.S. 38:2214C. THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR THE OPENING OF BIDS OR ANY AUTHORIZED POSTPONEMENT THEREOF.

**37. REJECTION OF BIDS**

THE CONTRACTOR UNDERSTANDS THAT SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED. IN ADDITION, THE BIDDER RECOGNIZES THE RIGHT OF THE COLLEGE TO REJECT A BID IF THE BIDDER FAILED TO FURNISH ANY REQUIRED BID SECURITY, OR TO SUBMIT THE DATA REQUIRED BY THE BIDDING DOCUMENTS, OR IF THE BID IS IN ANY WAY INCOMPLETE OR IRREGULAR.

**38. CANCELLATION**

SOWELA TECHNICAL COMMUNITY COLLEGE RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

**39. AFFIDAVIT**

SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR" IN COMPLIANCE WITH TITLE 38, SECTION 2224.

**40. CONTRACT**

IF THE BIDDER IS NOTIFIED OF THE ACCEPTANCE OF THE BID WITHIN THIRTY (30) DAYS OF THE OPENING OF BIDS, HE AGREES TO EXECUTE A CONTRACT IN THE STANDARD CONTRACT FORM CURRENTLY USED BY THE OWNER. THE BIDDER AGREES TO FILE THE CONTRACT WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED AND TO DELIVER TO THE COLLEGE THE EXECUTED CONTRACT AND RECEIPT FOR FILING SAME WITHIN A PERIOD OF FOURTEEN (14) DAYS AFTER NOTICE FROM THE OWNER THAT THE INSTRUMENT IS READY FOR SIGNATURE.

**41. CHANGES IN THE WORK**

A CHANGE ORDER IS A WRITTEN ORDER TO THE CONTRACTOR SIGNED BY THE COLLEGE, ISSUED AFTER EXECUTION OF THE CONTRACT, AUTHORIZING A CHANGE IN THE WORK OR AN ADJUSTMENT IN THE CONTRACT SUM OR THE CONTRACT TIME. THE CONTRACT SUM AND THE CONTRACT TIME MAY BE CHANGED ONLY BY CHANGE ORDER. A CHANGE ORDER SIGNED BY THE CONTRACTOR INDICATES HIS AGREEMENT THEREWITH, INCLUDING THE ADJUSTMENT IN THE CONTRACT SUM OR THE CONTRACT TIME. ANY CHANGE ORDER NOT SIGNED BY THE OWNER WILL BE CONSIDERED NULL AND VOID.

THE COLLEGE, WITHOUT INVALIDATING THE CONTRACT, MAY ORDER CHANGES IN THE WORK WITHIN THE GENERAL SCOPE OF THE CONTRACT CONSISTING OF ADDITIONS, DELETIONS OR OTHER REVISIONS, THE CONTRACT SUM AND THE CONTRACT TIME BEING ADJUSTED ACCORDINGLY. ALL SUCH CHANGES IN THE WORK SHALL BE AUTHORIZED BY CHANGE ORDER, AND SHALL BE PERFORMED UNDER THE APPLICABLE CONDITIONS OF THE CONTRACT DOCUMENTS.

ANY CHANGE ORDER IN EXCESS OF THE CONTRACT LIMIT AS DEFINED HEREIN SHALL BE LET OUT FOR PUBLIC BID. THE TERM CONTRACT LIMIT AS USED HEREIN SHALL BE EQUAL TO THE SUM OF \$150,000 PER PROJECT. WHEN THE CHANGE ORDER IS NEGOTIATED, IT SHALL BE FULLY DOCUMENTED AND ITEMIZED AS TO COST, INCLUDING MATERIAL QUANTITIES, MATERIAL COSTS, INSURANCE, EMPLOYEE BENEFITS, OTHER RELATED COSTS, PROFIT AND OVERHEAD. WHERE CERTAIN UNIT PRICES ARE CONTAINED IN THE INITIAL CONTRACT, NO DEVIATION SHALL BE ALLOWED IN COMPUTING NEGOTIATED CHANGE ORDER COST.



**42. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

THE CONTRACTOR SHALL FURNISH WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ON HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE U.S. DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES WHICH IS PUBLISHED ANNUALLY IN THE FEDERAL REGISTER, OR BY A LOUISIANA DOMICILED INSURANCE COMPANY WITH AT LEAST AN A- RATING IN THE LATEST PRINTING OF THE A.M. BEST'S KEY RATING GUIDE TO WRITE INDIVIDUAL BONDS UP TO TEN PERCENT (10%) OF POLICYHOLDER'S SURPLUS AS SHOWN IN THE A.M. BEST'S KEY RATING GUIDE, OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN ADDITION, THE BOND SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

**43. RECORDATION CERTIFICATE**

CONTRACTOR SHALL UPON RECEIPT OF EXECUTED CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND DELIVER THIS CERTIFICATE, THE EXECUTED CONTRACT AND A PERFORMANCE AND PAYMENT BOND TO THE SOWELA TECHNICAL COMMUNITY COLLEGE PURCHASING DEPARTMENT WITHIN A PERIOD OF FOURTEEN (14) DAYS. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.

**44. PERMITS, LICENSES, AND LAWS**

THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA.

**45. FINAL CLEAN UP**

THE SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLTION WHICH IS ACCEPTABLE TO THE COLLEGE.

BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISE ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL ENSURE THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN, AND PROPERLY INSTALLED.

**46. INSURANCE REQUIREMENTS OF CONTRACTORS**

THE CONTRACTOR SHALL PURCHASE, AND MAINTAIN FOR THE DURATION OF THE CONTRACT, INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS. THE DURATION OF THE CONTRACT SHALL BE FROM THE INCEPTION OF THE CONTRACT UNTIL THE DATE OF FINAL PAYMENT. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE CONTRACTOR'S BID.

**MINIMUM SCOPE AND LIMITS OF INSURANCE**

**1. WORKERS COMPENSATION**

WORKERS COMPENSATION INSUANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL Be INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

**2. COMMERCIAL GENERAL LIABILITY**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM



APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THIS POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

A. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE COLLEGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

B. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

- a. THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE COLLEGE.
- b. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.
- c. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
- d. THE CONTRACTOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHO CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE POLICY LIMITS.

2. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

- a. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE COLLEGE. TEN DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.
- b. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.
- c. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE COLLEGE FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.
- d. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.

**C. ACCEPTABILITY OF INSURERS**

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

**D. VERIFICATION OF COVERAGE**

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE COLLEGE, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

**E. SUBCONTRACTORS**

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE COLLEGE RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

**F. WORKERS COMPENSATION INDEMNITY**

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

**G. INDEMNIFICATION**

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS, SOWELA TECHNICAL COMMUNITY COLLEGE, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF SOWELA TECHNICAL COMMUNITY COLLEGE OR ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. SEE ATTACHED FORM.



**H. NO THIRD PARTY BENEFICIARIES**

BOTH BIDDER/CONTRACTOR AND THE COLLEGE UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THIS CONTRACT ARE NOT INTENDED TO NOR DO THEY CONFER ANY RIGHTS, BENEFITS, OR REMEDIES UPON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO.

**47. BUILDER'S RISK INSURANCE**

THE GENERAL CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE ENTIRE WORK INCLUDED IN THE CONTRACT FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL – COMPLETED VALUE OR THE AMOUNT OF THE CONSTRUCTION CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE GENERAL CONTRACTOR'S POLICY SHALL PROVIDE "ALL RISK" BUILDER'S RISK INSURANCE (EXTENDED TO INCLUDE THE PERILS OF WIND, COLLAPSE, VANDALISM/MALICIOUS MISCHIEF, AND THEFT, INCLUDING THEFT OF MATERIALS WHETHER OR NOT ATTACHED TO ANY STRUCTURE.) THE "ALL RISK" BUILDER'S RISK INSURANCE MUST ALSO COVER ARCHITECTS' AND ENGINEERS' FEES THAT MAY BE NECESSARY TO PROVIDE PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK FOR THE REPAIR AND/OR REPLACEMENT OF PROPERTY DAMAGE CAUSED BY A COVERED PERIL NOT TO EXCEED 10% OF THE COST OF THOSE REPAIR AND/OR REPLACEMENTS.

FLOOD COVERAGE SHALL BE PROVIDED BY THE STATE OF LOUISIANA, AS THE COLLEGE, THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP). THE CONTRACTOR WILL BE LIABLE FOR TH \$5,000 DEDUCTIBLE ON THE NFIP POLICY FROM THE NOTICE TO PROCEED DATE THROUGH THE NOTICE OF FINAL ACCEPTANCE DATE OF THE PROJECT.

A SPECIALTY CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE SYSTEM TO BE INSTALLED FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL – COMPLETED VALUE OR THE AMOUNT OF THE CONTRACT INCLUDING ANY AMENDMENTS THERETO. THE SPECIALTY CONTRACTOR MAY PROVIDE AN INSTALLATION FLOATER WITH THE SAME COVERAGE AS THE "ALL RISK" BUILDER'S RISK INSURANCE POLICY.

THE POLICY MUST INCLUDE THE INTEREST OF THE COLLEGE, CONTRACTOR AND SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR. THE CONTRACTOR HAS THE RIGHT TO PURCHASE COVERAGE OR SELF – INSURE ANY EXPOSURES NOT REQUIRED BY THE BID SPECIFICATIONS, BUT SHALL BE HELD LIABLE FOR ALL LOSSES, DEDUCTIBLES, SELF – INSURANCE FOR COVERAGES NOT REQUIRED.

POLICIES INSURING PROJECTS INVOLVING ADDITIONS, ALTERATIONS OR REPAIRS TO EXISTING BUILDINGS OR STRUCTURES MUST INCLUDE AN ENDORSEMENT PROVIDING THE FOLLOWING:

IN THE EVEN OF A DISAGREEMENT REGARDING A LOSS COVERED BY THIS POLICY WHICH MAY ALSO BE COVERED BY THE STATE OF LOUISIANA POLICY OF SELF – INSURANCE OR ANY COMMERCIAL PROPERTY INSURANCE POLICY PURCHASED BY THE STATE OF LOUISIANA, OFFICE OF RISK MANAGEMENT (ORM) COVERING IN EXCESS OF THE STATE OF LOUISIANA, POLICY OR SELF-INSURANCE, THIS COMPANY AGREES TO FOLLOW THE FOLLOWING PROCEDURE TO ESTABLISH COVERAGE AND/OR THE AMOUNT OF LOSS:

ANY PARTY TO A LOSS MAY MAKE WRITTEN DEMAND FOR AN APPRAISAL OF THE MATTER IN DISAGREEMENT. WITHIN 20 DAYS OF RECEIPT OF WRITTEN DEMAND, THIS COMPANY AND EITHER ORM OR ITS COMMERCIAL INSURANCE COMPANY SHALL EACH SELECT A COMPETENT AND IMPARTIAL APPRAISER AND NOTIFY THE OTHER OF THE APPRAISER SELECTED. THE TWO APPRAISERS WILL SELECT A COMPETENT AND IMPARTIAL UMPIRE. THE APPRAISERS WILL THEN IDENTIFY THE POLICY OR POLICIES UNDER WHICH THE LOSS IS INSURED AND, IF NECESSARY, STATE SEPARATELY THE VALUE OF THE PROPERTY AND THE AMOUNT OF THE LOSS THAT MUST BE BORNE BY EACH POLICY. IF THE TWO APPRAISERS FAIL TO AGREE, THEY SHALL SUBMIT THEIR DIFFERENCES TO THE UMPIRE. A WRITTEN DECISION BY ANY TWO SHALL DETERMINE THE POLICY OR POLICIES AND THE AMOUNT OF THE LOSS. EACH INSURANCE COMPANY (OR ORM) AGREES THAT THE DECISION OF THE APPRAISERS AND THE UMPIRE IF INVOLVED, WILL BE BINDING AND FINAL AND THAT NEITHER PARTY WILL RESORT TO LITIGATION. EACH OF THE TWO PARTIES SHALL PAY ITS CHOSEN APPRAISER AND BEAR THE COST OF THE UMPIRE EQUALLY.

**48. PROGRESS PAYMENTS**

THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY: ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%) OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH, AS ESTIMATED BY THE COLLEGE, LESS THE

AGGREGATE OF PREVIOUS PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE WORK, A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY PERCENT (90%) OF THE CONTRACT PRICE.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A CLEAR LIEN CERTIFICATE FROM THE CALCASIEU PARISH CLERK OF COURT, A PROCESS THAT MAY TAKE AN AVERAGE 45 DAYS FOR FINAL PAYMENT.

**49. GUARANTEE**

IF WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

**50. ACCEPTANCE**

WHEN CONTRACT WORK IS SATISFACTORILY COMPLETED AND ACCEPTED BY THE COLLEGE, A NOTICE OF ACCEPTANCE WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT TO THE COLLEGE ALONG WITH A FINAL INVOICE FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THAT TIME.



## SIGNATURE PAGE

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE FOR BID 57002 AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

\_\_\_\_\_  
VENDOR'S COMPANY NAME

\_\_\_\_\_  
STATE AGENCY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
AGENCY'S SIGNATURE

## VENDOR CHECKLIST

### REQUIRED FORMS/ITEMS UPON BID RETURN

_____	LOUISIANA UNIFORM PUBLIC WORK BID FORM
_____	BID BOND EQUAL 5% OF BID (SEE NO. 34)
_____	LOUISIANA CONTRACTOR'S LICENSE NUMBER

### REQUIRED FORMS UPON BID AWARD

_____	PERFORMANCE AND PAYMENT BOND (SEE NO. 42)
_____	PROOF OF INSURANCE WITH SOWELA AS ADDITIONAL INSURED (SEE NO. 46)
_____	NOTARIZED TITLE 38 AFFIDAVIT
_____	NOTARIZED ATTESTATIONS AFFIDAVIT
_____	INDEMNIFICATION AGREEMENT
_____	PROOF OF FILING OF PERFORMANCE & PAYMENT BOND WITH POWER OF ATTORNEY WITH CALCASIEU PARISH CLERK OF COURT (SEE NO. 43)



**TO:** Sowela Technical Community College  
3820 Senator J Bennett Johnston Avenue  
Lake Charles, LA 70615

**BID FOR:** Computer Bldg & Graphic Arts Renov  
Bid Number: 57002

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Sowela Technical Community College and dated: April 10, 2014

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

No. Dated: No. Dated: No. Dated:

**BASE BID:** For all work required by the Bidding Documents for the New Welding Area Work in the Metals Building, we bid the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**NAME OF FIRM OR JOINT VENTURE:**

**ADDRESS OF BIDDER:**

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:**

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:**

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:**

**AUTHORIZED SIGNATURE OF BIDDER \*: DATED:**

\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

STATE OF LOUISIANA

PARISH OF CALCASIEU

**ATTESTATIONS AFFIDAVIT**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)

- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record  
(R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S.  
14:71)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of  
payments (R.S. 14:202) (i)
- Malfeasance in office (R.S. 14:134)

**LA. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.



**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the **bidding / proposing** entity.

---

NAME OF BIDDER

---

NAME OF AUTHORIZED SIGNATORY OF BIDDER

---

DATE

---

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

---

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER AFFIANT

Sworn to and subscribed before me by Affiant on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**BID BOND**  
FOR  
COMPUTER BLDG & GRAPHIC ARTS RENOVATION

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

\_\_\_\_\_  
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)



## INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by \_\_\_\_\_ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. \_\_\_\_\_ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No \_\_\_\_\_

For Sowela Technical Community College

Purpose of Contract: Computer Bldg & Graphic Arts Renovation

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Sowela Technical Community College  
3820 Sen J Bennett Johnston Avenue  
Lake Charles, LA 70615

BID FOR: Computer Bldg & Graphic Arts Renovation

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, **appliances and facilities** as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents **prepared by:** \_\_\_\_\_

\_\_\_\_\_ and dated: \_\_\_\_\_  
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_.

**TOTAL BASE BID:** For all work required by the Bidding Documents (**including any and all unit prices** designated "Base Bid" \* but not alternates) the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the **lump** sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the **lump** Sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the **lump** **Slip** of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required **and need not** be included with the form. The number of unit prices that may be included is not limited and additional sheets may be **included if needed**.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the **bid unless bidder has** complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to **and** made a part of this bid.



STATE OF LOUISIANA  
SOWELA TECHNICAL COMMUNITY COLLEGE

NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_

## TITLE 38 AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

### PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

### PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

### PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

Signature of Notary: \_\_\_\_\_